

CITY OF WILLOUGHBY HILLS, OHIO
RESIDENTIAL MUNICIPAL SOLID WASTE AND
COLLECTION OF RECYCLABLES

PROJECT BID SPECIFICATIONS

Section 1 – Statement of Intent

1.0 It is the intent of these specifications to establish conditions under work on the project described herein shall be conducted. The City of Willoughby Hills' intent and purpose is to have a comprehensive and exclusive collection and disposal system for municipal solid waste (msw) for single family residential homes. This collection program will occur on a weekly basis and be conducted in accordance with all federal, state and local laws in addition to the Lake County Solid Waste 529 Plan.

1.1 Bids are also being requested to incorporate a curbside recycle collection program.

Section 2 – Bid Conditions

2.1 The attached Bid Notice, as advertised in the News-Herald, shall be considered to be a part of these specifications and incorporated herein.

2.2 Prospective bidders are advised to familiarize themselves with the instructions and requirements set forth in these specifications before preparing their response. All eligible households will have the option of selecting a level of service. Customers may cancel at any time to either select a different level of service or may choose the "Opt Out" option. The "Opt Out" option will require the resident to complete an "Opt Out Form," indicating they have legal means to dispose of their trash.

2.3 The contractor shall collect msw from each subscriber on the same regularly scheduled day at approximately the same time. Contractor shall not begin collection before 7:00 a.m. and must complete the daily collection no later than 7:00 p.m. There shall be no collection on Sundays or national holidays. The six national holidays that are observed are: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

2.4 The City reserves the right to modify this contract in accordance with the following limitations:

The City shall reserve the right to allow the contractor to pass on associated costs of this contract to Willoughby Hills subscribers or the City of Willoughby Hills at any time under the following conditions:

All proposed costs and services set forth in this agreement are subject to adjustment in the event of any future governmentally imposed new regulations, increased taxes, fees, surcharges or assessment imposed on the service being provided under this agreement, including the disposal of solid waste. The Contractor shall have the right to pass through its increased costs due to new or increased governmentally imposed tax, fee, surcharge or assessment, provided that it reasonably documents the amount of any increase and provides notice of any such increase prior to such increase taking effect.

In addition to the total costs indicated above, a fuel price adjustment may be charged or credited to the resident as outlined in "Fuel Adjustment" in Section 21 of this contract.

2.5 Bidders shall use the bid proposal forms provided with these specifications.

- 2.6 Each bidder shall be required to submit the following documents with this bid:
- Form of non-collusion affidavit
 - Statement of Qualifications and supporting documents
 - List of references, including a 5-year history of collection of recyclable materials
 - Bid bond
 - Hold Harmless Agreement & Full Indemnification (provided by the City of Willoughby Hills)
 - Corporate Resolution
 - Signature page
 - Workers' Compensation Verification

Failure to provide fully executed copies of these documents may be grounds for rejection of the bid proposal.

- 2.7 Bid proposals shall be submitted in typewritten form, or printed in ink and shall contain the full name of the person, firm or corporation submitting the bid proposal and shall be signed in ink by that person or an authorized representative of the firm or corporation.

If the firm submitting the bid is a corporation, a notarized and properly executed affidavit shall be attached verifying that the firm's representative signing the bid proposal form is duly authorized to contract into a contract for the program described in these specifications.

- 2.8 The City will accept bid proposals only from those persons, firms or corporations that have been providing msw collections/disposal services for at least five years prior to the date of the bid opening.
- 2.9 Bidder will provide pertinent information to the City relative to any pending or threatened lawsuits or liens.
- 2.10 The bid proposal shall be accompanied by a written statement of the bidder's overall concept of service delivery including, but not limited to, number, types and age of collection vehicles and experience of employees and management that would be

involved in Willoughby Hills' collection program. The bidder's Safety Training Program manual and employee background checks shall be made available upon the City's request.

- 2.11 Each bid shall be accompanied by a bid bond or a certified check drawn on a solvent bank in the State of Ohio, and payable to the City of Willoughby Hills in an amount equal to ten percent (10%) of the annual amount bid as a guarantee that if such bid is accepted, the check of the successful bidder will be returned upon proper execution and securing of the contract. The successful bidder shall be responsible for providing an annual Performance Bond equal to one hundred percent (100%) of the annual contract to the City of Willoughby Hills and renewable each succeeding year during the term of the contract. Checks of the unsuccessful bidders will be returned after the contract has been awarded and entered into, or upon the rejection of all bids. The City reserves the right to reject any and all bids or to waive any informality.
- 2.12 Attorneys-in-fact, agents and/or representatives of the bidder who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 2.13 A notarized and fully executed Non-Collusion Affidavit must accompany the bid proposal.
- 2.14 Bid proposals shall be considered valid for a period of one hundred and twenty days from the date of the bid opening, and may be extended at 30-day intervals following written consent of both parties.
- 2.15 All questions about these bid specifications should be directed to Mark Grubiss, Service Superintendent (440) 918-8742 or MarkGrubiss@willoughbyhills-oh.gov between the hours of 8:00a.m. and 3:00p.m. EST, Monday through Friday.
- 2.16 The bidder shall state that no subcontractors will be performing the work herein contracted in this agreement.

- 2.17 Each bid or proposal shall specify the type of equipment to be used in the performance of the contract.
- 2.18 The City of Willoughby Hills reserves the right to award the bid for municipal services solid waste collection separate from the bidder who receives the award for the residential portion of the contract.

Section 3 – Tax Considerations

- 3.1 The City of Willoughby Hills is exempt from State and Federal taxes.
- 3.2 The contractor recognizes that it must withhold all City of Willoughby Hills income taxes due or payable under the provisions of the Willoughby Hills Codified Ordinances, for wages, salaries and commissions paid to its employees.
- 3.3 After the award of this contract, the successful bidder shall fill out a Delinquent Personal Property Tax statement. The City will forward the statement to both the Lake County Auditor and Lake County Treasurer. A signed copy shall remain in the contract documents as well.
- 3.4 Start of service date will be no more than 120 days after award of the contract, except if mutually agreed upon in writing by both parties.

Section 4 – Award of Contract

- 4.1 The owner reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.2 In evaluating bids, the City may consider:
 - 1. The qualifications and experience of the bidder.
 - 2. Whether or not the bids comply with the prescribed requirements.
 - 3. Alternates and unit prices, if requested in the bid forms.

4. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment.
 5. Bid prices that are obviously unbalanced.
- 4.3 The City may conduct further investigations to assist in the evaluation of any bid to establish the qualifications and financial ability of the bidder to provide the service outlined in these specifications.
 - 4.4 A written Notice of Award and unsigned contract documents will be sent to the successful bidder. The bidder must sign and return these documents within a fourteen day period and include performance and payment bonds and insurance verifications.
 - 4.5 The City shall execute and deliver one set of fully executed contract documents to the successful bidder.

Section 5 – Workmanship

- 5.1 All work performed by the contractor or any of their employees or agents in the execution of this contract shall comply with all City, State, and Federal health and safety regulations.
- 5.2 The successful bidder will acquire and maintain, at their own expense, any and all licenses, permits and certificates required by the City, County or State relative to the execution of this contract.

Section 6 – Definitions

For the purpose of this contract, the following terms, phrases and words shall have the meaning given herein:

City – The area within the corporate boundaries.

Contract Documents – The contract documents shall consist of the legal notice, bid security, bid proposal, signed agreement and performance bond.

Contractor – The holder of a lawful contract to undertake, under the City's authority, the collection of municipal solid waste. As used in these specifications, "contractor" also means the employees or representatives of the holder of this contract.

Curbside Collection – Items to be collected shall be placed at a point no further than five feet from the edge of pavement or back of a curb.

Drive up Service – Vendor will pick up the resident's msw by driving to a point on the resident's property other than the designated curb area, most likely to the resident's garage where the waste container would be stored. This contract shall not provide for drive up service.

Fuel Price Adjustment – an increase or decrease, based on the procedure specified in the contract, in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

Hazardous/Exempt Waste – any chemical, compound, mixture, substance or article which is designated by the U.S. Environmental Protection Agency or appropriate agency of the State to be "hazardous" or "exempt" as that term is defined by or pursuant to Federal or State law, including under Subtitle C of the Resource Conservation and Recovery Act of 1976, and any future amendments thereto.

Mayor – The Mayor of the City of Willoughby Hills

Municipal Solid Waste – (Used synonymously with "Garbage") – Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packaging, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of "hazardous waste". Basically, this includes those items commonly discarded by residential households and items not included would be any type of hazardous waste and waste indicative of a home-based business.

Recyclables – The current list of those materials included in the City of Willoughby Hills' Recycling Collection Program – newspapers, magazines; steel and aluminum food or beverage containers; glass bottles and jars; #1 through #5 and #7 plastic bottles or jars; corrugated cardboard; and chipboard (e.g. cereal boxes).

Unlimited Service – This includes all msw, as described above, that is discarded by way of vendor's collection mobile containers and all material outside of the containers that is at the curb. Collection of bulk items during the scheduled pickup day is also part of the "unlimited service" and typically include, but are not limited to:

Carpet (cut, rolled & tied into lengths not to exceed 4')

Large screen TVs (42" and up)

Furniture (upholstered furniture must be bagged or wrapped in plastic to prevent bed bug transmission)

Mattresses and box springs (must be bagged or wrapped in plastic to prevent bed bug transmission)

Wood products (bundled and tied in lengths not to exceed 4')
(Items should not exceed fifty pound weight limit)

Appliances, including refrigerators without Freon, may be picked up by the vendor for an additional pre-determined fee. (Further explanation of Large Item Pickup may be indicated on Bid Sheet).

Unacceptable waste includes:

Yard waste, anti-freeze, batteries, bricks and roofing shingles, car parts, cleaners and solvents, concrete and cement in any form, dirt, gravel, rock, sod, gasoline, insecticides, paint cans with paint residue, propane tanks, riding mowers, stones, used motor oil and filters, Freon bearing appliances or items exceeding a fifty-pound weight limit.

Section 7 – Scope of Project

Vendor who is awarded this bid will be the "exclusive collector for curbside service" for the residents outlined in this proposal. No other waste service will be permitted to provide services (including drive up services) to these residents.

The contractor will provide all interested residents with the following choice of service options:

1. One 96 gallon (approx) wheeled container and one 64 gallon container for recycle
2. Bag purchase
3. Bag purchase with option for 64 gal wheeled container for recycle

The contractor shall provide weekly collection of the containers and all materials outside of the containers that is at the curb. Associated fees for large items shall be identified by the contractor.

Collection of Recyclable Materials:

Recyclable materials will include newspapers (including advertisements), magazines, glass bottles and jars, aluminum beverage containers, bi-metal containers, #1 through #5, and #7 plastics, chipboard and corrugated cardboard. This listing should be the same as the listing of recyclables in Section 6 definitions. The contractor shall state if additional recyclables will be collected.

The contractor will be responsible for providing containers for recyclable collection and will detail the size and type of container being provided. The contractor will be responsible to replace any damaged or lost containers and may charge the resident the cost for the replacement container. Containers must be approved by the Service Director. A picture or "cut sheet" of the proposed containers should be included in the bid.

The contractor shall haul all recyclable materials to the Lake County Landfill, 2039 Blasé Nemeth Road, Painesville, OH 44077. The use of a transfer site within the City of Willoughby Hills is prohibited. Ownership of any and all recyclable materials will transfer to the contractor upon collection.

The contractor shall provide the City of Willoughby Hills a quarterly summary of all materials collected.

Section 8 – Term of Contract

- 8.1 The term of the contract shall be for five (5) years beginning June 1, 2015 and ending May 31, 2020. This contract may be renewed at the City's option for a second five (5) year period beginning June 1, 2020 and ending May 31, 2025 at the rates and terms specified in this bid. At the end of both the first or second five year period, the expired contract may be renewed on a month-to-month basis for up to six months at the option of the City.

Section 9 – Bonds and Insurance

- 9.1 The contractor shall at all times during the contract period maintain in full force and effect employer's liability, public liability and property damage insurance, including contractual liability coverage in accordance with the provisions of section 9.2. All insurance shall be by insurers and for policy limits acceptable to the City of Willoughby Hills. The contractor will provide the City with certificates of insurance verifying that the required insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in the policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.

In the event of cancellation or material change, the contractor shall re-secure the renewal forthwith or substitute another policy equal to the requirements set forth below, and before the original policy lapses. Failure to do so will be considered non-performance of the contract.

- 9.2 For the purpose of the contract, the contractor shall carry the following types of insurance in, at least, the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Employers Liability	\$500,000
Commercial General Liability, Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000 each occurrence \$2,000,000 aggregate
Automobile Insurance, Combined Single Limit (Bodily Injury & Property Damage)	\$2,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence
9.3 Before beginning work, the contractor shall furnish to the City satisfactory proof that full Workers' Compensation coverage have been secured for all persons that may be employed.	
9.4 The contractor shall name the City of Willoughby Hills as an "Additional Named Insured" on all the contractor's insurance policies, and this shall be reflected on the Certificate of Insurance.	
9.5 The contractor's required insurance shall be endorsed to provide that the policy (ies) will not be changed or cancelled without thirty days prior written notice to the City Of Willoughby Hills.	
9.6 Prior to commencing work under each contract, Certificates of Insurance shall be submitted and approved by the City. The contractor is responsible for obtaining certificates of insurance establishing that the contractor has complied with insurance requirements previously stated.	
9.7 The surety companies and other signers of any of the aforementioned bonds, and all insurance companies providing coverage herein, shall familiarize themselves with all of the conditions and provisions of this contract, and shall waive the right for special notification of any change or of decreased or increased work or of cancellation of the contract, or of any other act or acts by the City or its authorized employees and agents under the terms of this contract. Failure to notify the aforesaid surety companies or insurance companies of	

changes shall in no way relieve the surety companies or insurance companies of their obligations under the contract.

- 9.8 Before entering into a contract, the City shall require and the successful bidder shall furnish a performance bond in the amount of one hundred percent (100%) of the amount of the Contract for the first year and one hundred percent (100%) of each subsequent year of the contract prior to the anniversary date of the Contract. The bond shall be underwritten by a surety company authorized to transact business in the State of Ohio having a local agent, upon whom service of process can be made, conditioned on the faithful performance of the work in accordance with these specifications. Such bond shall also indemnify the City against the damages that may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications, and guaranteeing the payment of all lawful claims, material providers and laborers for labor performed and materials furnished in carrying forward, performing or completing this contract.

A surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds," shall underwrite performance bonds.

- 9.9 In the event the contract is awarded for a multi-year period, the Performance Bond may provide for a pro-rata reduction, annually.

Section 10 – Payment to Contractor

- 10.1 The contractor shall assume full responsibility for the billing and collection of payment on all accounts. The contractor will bill in advance each subscriber on a quarterly basis for the desired level of service. No initial start up fee will be charged to residents, but stoppage and restart of service due to delinquent payment may result in a start up fee to resume service.
- 10.2 The contractor will provide a discount to senior citizens, as defined for eligibility for a Golden Buckeye Card.
- 10.3 The contractor shall submit a quarterly summary of all materials collected.

- 10.4 The contractor shall discontinue collection service at any household for non-payment and shall resume collection on the next regularly scheduled collection day following payment. The contractor will not bill the City for any households not being collected due to non-payment. The contractor will provide information regarding their procedure for collection, non-payment and termination when carts are delivered to household, including but not limited to, late fees and startup fees.

Section 11 – Strike or Failure to Perform

- 11.1 In the event of a strike by, or which affects the employees of the contractor or failure of the contractor to perform according to the conditions of this contract, the City reserves the right to make arrangements for the immediate collection and disposal of residential municipal solid waste. The cost of this interim service shall be paid by the contractor, may be deducted from any amounts owed or result in forfeiture of the performance bond.
- 11.2 Force Majeure – Any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, civil unrest, terrorist acts, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a natural disaster or terrorist act over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a natural disaster or terrorist act, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

Section 12 – General Conditions

- 12.1 The contractor shall assign a qualified person to be in charge of the collection operations and be a primary point of contact for City personnel. This person will be accessible at all times via cellular phone.
- 12.2 The contractor's collection employees shall wear clean uniforms, to include a safety vest, bearing the contractor's company name such that they present a neat, professional appearance.
- 12.3 The City has the right to request a transfer of any employee who is grossly negligent or discourteous in the performance of their duties.

Section 13 –Residences to be Served

- 13.1 All residences will be selecting their level of service or completing an "Opt Out Form".
- 13.2 The contractor shall not be required to collect msw from apartment buildings, condominium developments, commercial buildings, mobile home parks or industrial establishments.

Section 14 – Municipal Services

- 14.1 The contractor shall supply dumpsters and disposal services to all City facilities with the frequency desired by the City. Pricing for this service shall be listed as a separate line item in Bid Item A1 on page 12 of this specifications. The City reserves the right to request additional services for special events. The City also reserves the right to add additional facilities at any point. The current list of City facilities includes, but it not limited to:
 - a) Fire Dept., 35455 Chardon One 8 cubic yd. container*
 - b) City Hall, 35405 Chardon (Service) Two 8 cubic yd. container*
 - b) Comm.Ctr. 35400 Chardon Road Two 8 cubic yd. container*

*Once per week collection

Section 15 – Collection Days and Times

- 15.1 The contractor will establish collection routes and provide a listing/map of pick up days to the City. Collection days shall be Monday through Thursday, except for holidays as previously defined.
- 15.2 The contractor shall specify which dates during the year are observed as business holidays. Collection made during holidays may have collection day adjusted backward by a day.
- 15.3 In the case of inclement weather, the contractor may alter the collection schedule after notification to the City.

Section 16 – Collection Area

- 16.1 The area to be served under this contract is the entire incorporated area of the City of Willoughby Hills, with the exceptions outlined above in Section 13.2.

Section 17 – Collection Vehicles

- 17.1 The contractor shall use enclosed, leak proof, packer-type trucks for the collection of msw. The trucks shall be kept in good working order and shall be kept clean.
- 17.2 Contractor's vehicles must be equipped with audible warning devices and flashers in accordance with all Federal or State Department of Transportation requirements.
- 17.3 Each vehicle shall be clearly and visibly marked on each side with the name of the hauler and a distinct truck number.
- 17.4 The bidder shall list all equipment and vehicles to be used in the execution of this contract.

Section 18 – Customer Service Standards

- 18.1 The contractor shall be responsible for the resolution of customer complaints. Complaints directed to the City will be forwarded to the contractor's primary representative who will provide a prompt remedy, if one exists. The contractor will also maintain a Customer Service line to handle additional concerns and complaints.
- 18.2 The contractor shall have an established business address and maintain a toll-free or local Customer Service office.
- 18.3 The contractor shall equip all vehicles and/or personnel with radios or phones.
- 18.4 The contractor shall supply the City with a quarterly listing of complaints and the resolution.
- 18.5 The contractor will fund the printing and mailing of a city-approved pamphlet/postcard to all single family households describing the collection options, costs and outlining procedures in the event of non-payment. The contractor shall prepare and mail magnetic recycle schedules annually, which indicates recycle pickup date and adjusted holiday trash pickup dates. The City may agree to order and mail the magnets at a charge to the contractor.

Section 19 – Disposal

- 19.1 All msw collected within the City of Willoughby Hills shall be disposed of in accordance with the current Lake County Solid Waste Management Plan and will be transported to Lake County Landfill, 2039 Blasé Nemeth Road, Painesville, OH 44077.

Section 20 – Municipal Solid Waste Collection Conditions

- 20.1 The contractor shall not be required to collect msw from apartment buildings, condominium developments, commercial buildings, mobile home parks and industrial establishments.
- 20.2 The contractor shall be responsible for compliance with City ordinances regarding noise, time and access limitations.

- 20.3 No waste shall be transported to the City of Willoughby Hills in such a manner as to permit any part of this waste to escape from the collection vehicle onto any public or private property. The contractor will be responsible for all waste or leakage from any collection vehicles.

Section 21 – Fuel Adjustment

- 21.1 The Contractor may apply an adjustment to the base price charged residents if the price of diesel fuel increases over the *base price* established as follows during the life of the contract. The *base price* of fuel shall be equal to the price of diesel fuel reported by the U.S. Department of Energy, Energy Information Administration (EIA) Weekly Retail Gasoline and Diesel Prices Report for the Midwest Region (PADD 2) for On-Highway Diesel - Ultra Low Sulphur (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm) on the Monday preceding (Monday, February 23, 2015) the February 27, 2015 bid opening.

For purposes of determining the amount of the monthly fuel adjustment, the price of fuel reported by the U.S. Department of Energy, Energy Information Administration (EIA) Weekly Retail Gasoline and Diesel Prices Report for the Midwest Region (PADD 2) for On-Highway Diesel - Ultra Low Sulphur on the first Monday of each month of the contract period shall be used to determine the charge for that month. Any fuel adjustment charge must be applied as a separate line item charge on the invoice sent to City residents. In the event that the price of fuel on the first Monday of the month should decrease from the base price, City residents shall be granted a credit for that month's billing period.

The adjustment equals 0.5% for every \$.10 increase or decrease in the per gallon price of fuel above the base price. If the increase or decrease is less than \$.10, then a fuel adjustment may not be applied.

Bid Item A1 – Weekly Residential Collection (unlimited service)

Please provide a per month, per home cost for providing weekly collection of residential municipal solid waste in accordance with these specifications. Bid Item A1 through A4 allows the contractor to bill the resident directly for fuel service fee, as indicated in Section 21.

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
One 96 gal. cart for trash & one 64 gal. cart for recycle	<u>15.49</u>	<u>15.88</u>	<u>16.27</u>	<u>16.68</u>	<u>17.10</u>
Cost per bag	<u>3.15</u>	<u>3.25</u>	<u>3.35</u>	<u>3.45</u>	<u>3.55</u>
One 64 gal. cart for recycle for bag customers	<u>Included in bag pricing</u>				
Senior rate for 96 gal.cart plus 64 gal. cart (both services)	<u>14.49</u>	<u>14.88</u>	<u>15.27</u>	<u>15.68</u>	<u>16.10</u>

Fees for Large Item Pick Up (Please refer to Section 6 – Definitions to insure familiarization with "contracted" items versus "non-contracted" items). Please indicate any restrictions, including site and weight restrictions.

Cost for large item pick up included in cart pricing above

\$12.00 per item for residents with bag service

Restrictions as noted in Bid Specs section 6

Bid Item A2 – Municipal Services Solid Waste Collection

Please provide a monthly cost for solid waste collection from Municipal Buildings as listed in Item 14.1

Bid Item A1 through A4 allows the contractor to bill the City directly for fuel service fee, as indicated in Section 21.

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
Fire Dept. location	<u>130.00</u>	<u>134.00</u>	<u>138.00</u>	<u>142.00</u>	<u>146.00</u>
City Hall location (2 dumpsters)	<u>225.00</u>	<u>232.00</u>	<u>239.00</u>	<u>246.00</u>	<u>253.00</u>
Community Center (2 dumpsters)	<u>225.00</u>	<u>232.00</u>	<u>239.00</u>	<u>246.00</u>	<u>253.00</u>

Note: Monthly Service Charges include fuel

Bid Item A3 – Weekly Residential Collection (unlimited service)

Please provide a per month, per home cost for providing weekly collection of residential municipal solid waste in accordance with these specifications. Bid Item A1 through A4 allows the contractor to bill the resident directly for fuel service fee, as indicated in Section 21.

	<u>6th yr.</u>	<u>7th yr.</u>	<u>8th yr.</u>	<u>9th yr.</u>	<u>10th yr.</u>
One 96 gal. cart for trash & one 64 gal. cart for recycle	<u>17.61</u>	<u>18.14</u>	<u>18.73</u>	<u>19.39</u>	<u>20.06</u>
Cost per bag	<u>3.65</u>	<u>3.75</u>	<u>3.85</u>	<u>3.95</u>	<u>4.05</u>
One 64 gal. cart for recycle for bag customers	Included in bag pricing				
Senior rate for 96 gal.cart plus 64 gal. cart (both services)	<u>16.61</u>	<u>17.14</u>	<u>17.73</u>	<u>18.39</u>	<u>19.06</u>

Fees for Large Item Pick Up (Please refer to Section 6 – Definitions to insure familiarization with "contracted" items versus "non-contracted" items). Please indicate any restrictions, including site and weight restrictions.

Same as noted above for years 1 through 5

Bid Item A4 – Municipal Services Solid Waste Collection

Please provide a monthly cost for solid waste collection from Municipal Buildings as listed in Item 14.1.

Bid Item A1 through A4 allows the contractor to bill the City directly for fuel service fee, as indicated in Section 21.

	<u>6th yr.</u>	<u>7th yr.</u>	<u>8th yr.</u>	<u>9th yr.</u>	<u>10th yr.</u>
Fire Dept. location	<u>150.00</u>	<u>155.00</u>	<u>160.00</u>	<u>165.00</u>	<u>170.00</u>
City Hall location (2 dumpsters)	<u>260.00</u>	<u>268.00</u>	<u>276.00</u>	<u>285.00</u>	<u>293.00</u>
Community Center (2 dumpsters)	<u>260.00</u>	<u>268.00</u>	<u>276.00</u>	<u>285.00</u>	<u>293.00</u>

Note: Monthly Services Charges include Fuel

Bid Item B1 – Weekly Residential Collection (unlimited service)

Please provide a per month, per home cost for providing weekly collection of residential municipal solid waste in accordance with these specifications. Bid Item B1 through B4 does not allow the contractor to bill for fuel service fee, but rather has worked it into the monthly price structure.

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
One 96 gal. cart for trash & one 64 gal. cart for recycle	<u>15.79</u>	<u>16.18</u>	<u>16.59</u>	<u>17.00</u>	<u>17.43</u>
Cost per bag	<u>3.25</u>	<u>3.35</u>	<u>3.45</u>	<u>3.55</u>	<u>3.65</u>
One 64 gal. cart for recycle for bag customers	<u>Included in bag price</u>				
Senior rate for 96 gal.cart plus 64 gal. cart (both services)	<u>14.79</u>	<u>15.18</u>	<u>15.59</u>	<u>16.00</u>	<u>16.43</u>

Fees for Large Item Pick Up (Please refer to Section 6 – Definitions to insure familiarization with "contracted" items versus "non-contracted" items). Please indicate any restrictions, including site and weight restrictions.

Cost included in cart pricing above
<u>\$12.00 per item for residents with bag service</u>
<u>Restrictions as noted in Bid Spec Section 6</u>

Bid Item B2 – Municipal Services Solid Waste Collection

Please provide a monthly cost for solid waste collection from Municipal Buildings as listed in Item 14.1

Bid Item B1 through B4 does not allow the contractor to bill for fuel service fee, but rather has worked it into the monthly price structure.

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
Fire Dept. location	<u>130.00</u>	<u>134.00</u>	<u>138.00</u>	<u>142.00</u>	<u>146.00</u>
City Hall location (2 dumpsters)	<u>225.00</u>	<u>232.00</u>	<u>239.00</u>	<u>246.00</u>	<u>253.00</u>
Community Center (2 dumpsters)	<u>225.00</u>	<u>232.00</u>	<u>239.00</u>	<u>246.00</u>	<u>253.00</u>

Bid Item B3 – Weekly Residential Collection (unlimited service)

Please provide a per month, per home cost for providing weekly collection of residential municipal solid waste in accordance with these specifications. Bid Item B1 through B4 does not allow the contractor to bill for fuel service fee, but rather has worked it into the monthly price structure.

	<u>6th yr.</u>	<u>7th yr.</u>	<u>8th yr.</u>	<u>9th yr.</u>	<u>10th yr.</u>
One 96 gal. cart for trash & one 64 gal. cart for recycle	<u>17.95</u>	<u>18.49</u>	<u>19.09</u>	<u>19.71</u>	<u>20.40</u>
Cost per bag	<u>3.75</u>	<u>3.85</u>	<u>3.95</u>	<u>4.05</u>	<u>4.15</u>
One 64 gal. cart for recycle for bag customers	Included in bag price				
Senior rate for 96 gal.cart plus 64 gal. cart (both services)	<u>16.95</u>	<u>17.49</u>	<u>18.09</u>	<u>18.71</u>	<u>19.40</u>

Fees for Large Item Pick Up (Please refer to Section 6 – Definitions to insure familiarization with "contracted" items versus "non-contracted" items). Please indicate any restrictions, including site and weight restrictions.

Same as noted in years 1 through 5

Bid Item B4 – Municipal Services Solid Waste Collection

Please provide a monthly cost for solid waste collection from Municipal Buildings as listed in Item 14.1.

Bid Item B1 through B4 does not allow the contractor to bill for fuel service fee, but rather has worked it into the monthly price structure.

	<u>6th yr.</u>	<u>7th yr.</u>	<u>8th yr.</u>	<u>9th yr.</u>	<u>10th yr.</u>
Fire Dept. location	<u>150.00</u>	<u>155.00</u>	<u>160.00</u>	<u>165.00</u>	<u>170.00</u>
City Hall location (2 dumpsters)	<u>260.00</u>	<u>268.00</u>	<u>276.00</u>	<u>285.00</u>	<u>293.00</u>
Community Center (2 dumpsters)	<u>260.00</u>	<u>268.00</u>	<u>276.00</u>	<u>285.00</u>	<u>293.00</u>

Fees for Large Item Pick Up (Please refer to Section 6 – Definitions to insure familiarization with "contracted" items versus "non-contracted" items). Please indicate any restrictions, including site and weight restrictions.

Cost included in Municipal Services pricing above

SIGNATURE PAGE


Entered into agreement by the City of Willoughby Hills and
_____ on this ____th day of
_____, 2015, by the following authorized parties:

Robert M. Weger, Mayor
City of Willoughby Hills

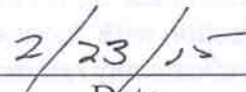
Date

Frank Brichacek, Finance Director
City of Willoughby Hills

Date



Vendor



Date

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 23 day of February, 2015

Browning Ferris Industries of Ohio, Inc.

(Name of Organization)

Area President

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF Ohio

) ss

COUNTY OF Cuyahoga

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 23 day of February, 2015.

Lynn C. Williams
Notary Public Signature

My Commission Expires: August 23, 2016



LYNN C WILLIAMS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 08-23-16


**FULL AND COMPLETE HOLD HARMLESS AND FULL
INDEMNIFICATION**

I, Lawrence J Doyen do hereby give, grant and approve of providing a full and complete hold harmless and full indemnification to the City of Willoughby Hills, its agents, employees, residents, successors and assigns and any other party related to the City of Willoughby Hills for any and all of my acts as it pertains to the City of Willoughby Hills Residential Municipal Solid Waste and Collection of Recyclables.

I will hold harmless the City and all of the above referenced from any and all damage, injury, claim or cause of action as a result of my participation in the Residential Municipal Solid Waste and Collection of Recyclables Program

I agree to be responsible for my behavior and to indemnify and hold harmless the City of Willoughby Hills from any and all damages, claims, liabilities, causes of action, negligence, losses, obligations, penalties, suits, judgments, cost and expenses, including attorney fees, for injuries, death or property damage sustained or caused by me arising out of my activities.

Further, I shall provide a bond and have the City of Willoughby Hills and its residents as a named beneficiary in the amount of \$2,000,000.



Signature by Authorized Representative

2/23/15

Date



ADDENDUM
TO
CITY OF WILLOUGHBY HILLS, OHIO RESIDENTIAL MUNICIPAL SOLID WASTE AND
COLLECTION OF RECYCLABLES ("BID DOCUMENTS")

This Addendum (the "Addendum") to the Bid Documents is entered into as of the ____ day of March 2015 ("Effective Date"), by and between Browning-Ferris Industries of Ohio, Inc. d/b/a Allied Waste Services of Cleveland // Republic Services of Cleveland ("Contractor") and City of Willoughby Hills ("The City"), (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Contractor desires to participate into the bid of City of Willoughby Hills ("Bid") to provide monthly collection and disposal of municipal solid waste for single family residential homes.

AND WHEREAS, the undersigned Parties desire to amend the Bid Documents in certain respects by way of this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Except as specifically provided in this Addendum, each and every provision of the Bid Documents, as amended through the date hereof, remains, and is, in all respects, in full force and effect.
2. The correct legal entity to sign the contract resultant to the Bid Documents and perform the services for Contractor is *Browning-Ferris Industries of Ohio, Inc. d/b/a Allied Waste Services of Cleveland Republic Services of Cleveland*; hence all references to Contractor in the Bid Documents shall mean and refer to *Browning-Ferris Industries of Ohio, Inc. d/b/a Allied Waste Services of Cleveland Republic Services of Cleveland*.
3. **Section 9, 'Bonds and Insurance', Pages 10-12:** The following changes are hereby made in this section:
 - Insertion of the word "reasonable" before the word "acceptable" in fifth line, subsection 9.1, Page 10;
 - Replace the words "contain the following....given the certificate holder" with the words "be supplemented with a Notice of Others Endorsement that will provide thirty(30) days written notice in the event of cancellation and/or material change" from last line of paragraph one and paragraph two, subsection 9.1, Page 10;
 - Deletion of the words "or material change" in first line, paragraph 3, subsection 9.1, Page 10;
 - Deletion of the words "named" in second line, subsection 9.4, Page 11;
 - Insertion of the words "through additional insured endorsement" at the end of subsection 9.4, Page 11;
 - Deletion of the words "changed or" in second line, subsection 9.5, Page 11.
4. A new section titled, "Title to Waste" should be inserted as Section 12 to be read as follows:

"Section 12 - Title to Waste"

Title to and liability for any Unacceptable waste shall at no time pass to Contractor. Contractor may, in its sole discretion, reject any Unacceptable waste provided by the City of Willoughby."
5. **FULL AND COMPLETE HOLD HARMLESS AND FULL INDEMNIFICATION, Page 27:** The words "my participation in the" are hereby deleted from second line, second paragraph of this Page and replaced with the words "sole negligence or willful misconduct of Contractor in the collection of".

Further, the words "by me arising out of my services" are hereby deleted from last line, third paragraph of this Page and replaced with the words "by sole negligence or willful misconduct of Contractor".

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first set forth above.

CITY:

CONTRACTOR:

CITY OF WILLOUGHBY

BROWNING-FERRIS INDUSTRIES OF OHIO,
INC.

By: _____
Its: _____
Print Name: _____

By: Alan L. Marino
Its: GENERAL MANAGER
Print Name: ALAN L. MARINO